



DEPARTMENT OF THE TREASURY  
BUREAU OF THE PUBLIC DEBT  
PARKERSBURG, WV 26106-1328

October 15, 2012

**SUBJECT: AFRICAN DEVELOPMENT FOUNDATION (ADF) PROGRAM  
DRIVER/CLERK FOR THE NIGER FIELD OFFICE**

**Dear Potential Applicant,**

This document describes the job of **DRIVER/CLERK** for the field office of the United States African Development Foundation (USADF) in Niger. Please read it carefully.

Applications shall be e-mailed to [psb1@bpd.treas.gov](mailto:psb1@bpd.treas.gov) with the subject line TBPDAF13CI0001 Driver, attention Garen Davis and received by **11:59pm** local time (GMT + 5) on **November 4, 2012**. Incomplete applications may not be considered.

To be considered a complete application, applicants shall submit applications that include the following four (5) items as attachments to their email:

1. Proof of Nigerien citizenship (passport or national identification card);
2. Copy of driver's license;
3. A resume or Curriculum Vitae (CV) as follows:
  - The resume or CV must be written in **"FRENCH"**
  - The front page of the resume or CV must identify TBPDAF13CI0001
  - A list of three (3) professional references with contact information (telephone and if available, email);
  - The applicant's signature is hand signed on the last page of the resume or CV.

The following items may be provided at time of interview.

4. Salary history for last three positions similar to the position as described herein;
5. Copy of a recent police record.

Thank you for your interest in working with USADF. We look forward to reviewing your application.

Aaron White

Contracting Officer  
FS/OAS/DPS

**The Bureau of the Public Debt, on behalf of the African Development Foundation (ADF), is seeking resumes from qualified Niger citizens to provide services as a Driver/Clerk under a Personal Services Contract (PSC), as described in the following solicitation.**

**SOLICITATION NUMBER: TBPDAF13CI0001**

## **1.0 REQUEST FOR NIGER DRIVER/CLERK APPLICATIONS**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; resumes are being requested and a separate written solicitation will not be issued.

## **2.0 EVALUATION OF APPLICATIONS**

### **2.1 QUALIFICATIONS**

Applicants qualified for this position shall demonstrate, in the documents/information submitted and through the Application Evaluation Process (Section 2.2), the ability to provide the services as described in the attached Scope of Work (SOW). Applicants will be evaluated using the following criteria:

#### **Evaluation Criteria 1 - Technical Capability**

- Completion of secondary school/ Ordinary Level Certificate of Education
- Valid driver's license
- Good physical and mental health – A physical examination shall be obtained within 30 days of contract award. Certification from Physician shall be submitted to the ADF field office and then forwarded to headquarters in Washington, D.C.
- Availability for extensive travel in-country.
- Willing to be summoned at short notice and be available for evening service when necessary and for extended travel assignments.
- Ability to follow filing, local purchase instructions, and directions provided by the Regional Program Director through the Country Program Coordinator or Administrative Assistant.
- Good working knowledge of written and spoken French, and knowledge of one or more local languages spoken in Niger.
- Knowledgeable of operating and safety rules and regulations and operate a four-wheel drive vehicle in a manner that complies with Nigerien laws and regulations.
- Able to read, write and understand signs and safety regulations.
- Thorough knowledge of safe operating practices for moving vehicles and accident reporting requirements.
- Basic knowledge of car maintenance and repair. Able to perform minor maintenance tasks, such as checking fluid levels and filling if necessary, checking tire pressure, and changing tires.
- Able to perform physical tasks required in bending, reaching, and turning to operate pedals and controls, frequently handling objects that weigh up to 65 pounds, as well as tasks requiring considerable physical effort such as changing tires and making limited emergency repairs.
- Detailed familiarity with routes, driving conditions, and services available in the various regions of Niger.

#### DESIRED BUT NOT REQUIRED QUALIFICATIONS

- Ability to carry out routine maintenance and to conduct simple diagnostic and mechanical repairs such as performing oil and filter changes.
- Knowledge of ADF or United States Embassy activities and operating procedures, as well as familiarity with ADF clients and collaborating institutions and personnel.
- Spoken English

#### Evaluation Criteria 2 – Experience

- At least six (6) years of professional driving experience working with international organizations or large private and/or public corporations.
- Demonstrated experience driving in all types of terrain ranging from open highways to dirt/sand tracks.

#### Evaluation Criteria 3 – Past Performance

- A list of three (3) professional references with contact information (telephone and if available, email)
- Copy of recent police record (for applicants selected for Phase II)

## 2.2 APPLICANT EVALUATION PROCESS

The above criteria described in Section 2.1 will be evaluated for each applicant in the following three (3) phases:

**Phase I - Initial Review:** The highest scoring applicants who have provided all the required documents/information and demonstrate in written form, the capability to provide the services as described in the PWS will be moved to Phase II and will be scheduled for an interview.

Applicants selected for Phase II must provide a copy of a recent police record.

**Phase II - Interview** - The interview will take place at the USADF office:

Niger Rue YN-176 Quartier Recasement Yantala Premier Arrondissement,  
Derrière l'Ecole Bedir/Bobiel, BP 13165  
Niamey, Niger

The interview will evaluate the applicant's job-related knowledge and communication skills.

**Phase III - Driving Test:** Applicants shall demonstrate automobile mechanical and operational knowledge, knowledge of traffic laws and regulations, drives safely and defensively, plans for route changes and traffic delays.

## 3.0 SALARY

The salary offered to the successful applicant, chosen after completion of Phase III, will be determined from the assessment of the applicant from all three phases of the evaluation process, particularly considering:

- qualifications,
- salary and work history,
- experience, and

- educational background

The maximum salary for this position will be fixed at 3,840,000 CFA for the Base Period (not including benefits). The actual salary will be negotiated within the daily pay range depending on qualifications, salary and work history, experience, and educational background. Salaries over and above the top of the pay range will not be entertained or negotiated.

#### **4.0 AWARD**

An offer for award will be made to the highest rated applicant evaluated in Phase III whose references and police record do not produce any negative responses. If the offer is not accepted, the Government reserves the right, without further discussion, to move onto the next highest rated applicant.

The selected applicant must pass a background investigation through the United States Embassy within 90 days of the start of work.

## **SCOPE OF WORK (SOW)**

### **1.0 BACKGROUND**

The United States African Development Foundation (ADF) is an agency of the United States Government. ADF supports the development of smallholder agricultural producers, community based organizations (CBOs), small-scale agribusinesses (SSAs) and small and medium-sized enterprises (SMEs) in Africa. The Foundation has programs in more than 20 African countries including Niger, where funding of activities began in 1984. ADF's office in Niamey provides on-going support to investments that have been financed and continues to identify viable local community based organizations that show potential to create employment opportunities, generate income and have broad social impact.

ADF seeks a qualified individual to serve as a Program Driver/Clerk for its field office in Niamey, Niger.

### **2.0 GENERAL FUNCTION OF POSITION:**

The Contractor is responsible for supporting the Niger Field Office (CFO) in carrying out the activities of the country program under the direction of the Regional Program Director. In this role, Contractor will perform driving and clerical duties.

### **3.0 MAJOR DUTIES AND RESPONSIBILITIES:**

The incumbent serves as Driver/Clerk in the Niger Field Office in Niamey, Niger. The position includes transporting passengers, cargo, purchasing local office supplies, performing general office file maintenance and various administrative support tasks.

The Contractor performs filing under the supervision of the Country Program Coordinator (CPC) and the Administrative Assistant (AA), obtains proforma invoices, and purchases office supplies locally, documenting the vendor's prices and ensuring that ADF receives all discounts available. The Contractor is also accountable for petty cash used to pay for the materials.

He/She is responsible to operate one or more four-wheel drive motor vehicles with gross vehicle weight of up to 10,000 pounds. Vehicle(s) are driven through all types of traffic in terrain ranging from open highways to rough terrain. Vehicle(s) are operated in the metropolitan area and on long distance trips.

The Contractor's driving duties include:

- loading and unloading of vehicles,
- transporting of ADF staff to and from project sites, applicant sites or other transportation related to carrying out ADF's mission,
- providing messenger services in full-time capacity,
- maintaining the vehicle in accordance with the manufacturer's plan and in accordance with sound maintenance practices for usage under conditions prevailing in Niger
- maintaining daily vehicle log, maintenance records and vehicle files.

The Contractor shall make moderate physical efforts in handling objects that weigh up to 65 pounds. Driver will also have to be physically able to change tires and make limited emergency vehicle repairs.

Because the ADF vehicle is one of the most visible aspects of the Foundation's operations, safe, courteous driving behavior and interactions with officials, clients, and the general public are essential to carrying out the duties of the position. The incumbent shall work inside and outside and may be exposed to bad weather conditions while loading vehicles and is exposed to weather and other hazardous road conditions. The Contractor shall drive in all types of traffic and road conditions.

The Contractor shall follow instructions of the Country Program Coordinator, indicating purpose of trip and destination, keep staff informed on the status of assignments and problems encountered and have work

reviewed in terms of the incumbent's ability to complete assignments in a timely, efficient, and safe manner.

The Contractor is also responsible for the comfort and safety of passengers and/or safety of cargo and for overseeing and assisting in loading and unloading the vehicle in the most efficient and safe manner possible.

#### **4.0 HOURS OF WORK AND OVERTIME**

The anticipated work week is 8:00-5:30, Monday – Friday. The workweek shall be for a total of forty (45) hours per week. From time to time, work in excess of these hours or outside the normal scheduled workweek may be requested by the COTR, PSS or other ADF staff.

Provided that it is requested, scheduled, and approved in advance by the COTR, such time worked will be compensated by time off. The Driver will request time off, and final approval of the request will be determined by the COTR. Compensatory time off must be approved in advance by the COTR.

The position will require the contractor to drive ADF staff on site visits that will require the contractor to stay overnight. These trips might take place on weekends. The Program Driver will be reimbursed in local currency for expenses in accordance with ADF policy for lodging and meals and incidental expenses (M&IE). A copy of the USADF travel policy will be given to the Driver.

#### **5.0 BENEFITS/ALLOWANCES**

The maximum salary for this position will be fixed at 3,840,000 CFA for the Base Period, inclusive of all employee contributions for required taxes.

**a. Annual Increase:** An index of annual inflation, such as the International Monetary Fund (IMF) index and Driver performance, shall be used as a guide for increases to annual salary for any option periods exercised.

**b. Vacation Leave:** After contract performance for a period of 90 calendar days, the Program Driver shall earn vacation leave at a rate of two work days per month for a total of twenty four (24) work days per year. Salary payments while on annual leave will be based on 100% of all allowances normally paid each pay period. The Contractor may accrue, accumulate, use and be paid when taking vacation leave.

The Program Driver shall make every effort to request and take vacation leave during the contract period when it is accrued. If it is not possible to take leave, a maximum of 192 hours of unused vacation leave may be carried over from one contract period to the next contract period.

The Program Driver will be paid for unused vacation leave at the expiration of the contract at the established rate per day based on the currently hourly rate. With written approval by the Contracting Officer's Representative (COR), the Contractor may be granted advance vacation leave not to exceed the amount he would earn in each year of the contract.

**c. Sick Leave:** ADF will provide Sick Leave in accordance with Niger laws and regulations during the term of the contract.

**c. Holiday Leave:** The Program Driver will be entitled to the legal holidays observed by the ADF Field office in Niamey, Niger. (local holidays and select U.S. holidays in consultation with the COR). In the unlikely event that the Program Driver/Clerk is required to work on a holiday, the Program Driver will be compensated in the same manner identified in Section 4.0 above.

**d. Maternity/Paternity Leave:** ADF will provide maternity/paternity leave in accordance with the Nigerien laws and regulations during the term of the contract.

**e. Health Benefits:** The Government will *either* pay for the purchase of a health insurance policy OR reimburse ADF-approved individual health-related expenditures for members of the household, paid based on receipts/proof of purchase, and shall not exceed CFA 750,000 per contract year. Household members include spouse and dependent children of age 25 or under.

**f. Severance Pay:** ADF will issue severance pay in accordance with Nigerien laws and regulations.

**g. Host Country Taxes:** ADF will provide payment of relevant taxes in the host country per local laws and regulations. Relevant employee contributions will be deducted from Program Driver/Clerk's payment.

## **6.0. CONTRACT TYPE**

The contract is firm fixed price (FFP) in local currency.

## **7.0. CONTRACTOR / ADF RELATIONSHIP**

a. The Contractor acknowledges that this contract is important in support of ADF/ Niger operations and agrees that his/her duties shall be carried out in such a manner as to be fully commensurate with the responsibilities that this entails. Favorable relations between the Foundation and the Government and people of Niger require that the Contractor show respect for the conventions, customs, and institutions of Niger and not become involved in any illegal activity.

b. If the Contractor's conduct is not in accordance with 7.0.a, the contract may be terminated.

c. It shall be recognized at all times, the Contractor is engaged by contract and that he/she is not an employee or official of ADF. If, at any time during the effective period of this contract, the Contractor should be appointed to a regular position in ADF or elsewhere in the service of the U.S. Government, this contract will automatically terminate.

## CONTRACT TERMS AND CONDITIONS

The incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-54, effective November 2, 2011.

### 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the



United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov/far](http://www.acquisition.gov/far)

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

#### **ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)**

##### **PAYMENT INFORMATION:**

The Contractor shall submit monthly time sheets, with electronic bank account information and contract number included, to the COTR. Upon COTR approval of submitted time sheets, the Driver/Clerk shall be paid electronically to their personal bank account in local currency converted from US dollars using the oanda.com exchange rates.

##### **OVERPAYMENTS**

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer

(EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

#### **MARKING OF SHIPMENTS:**

Please ensure that the order number (Block 4) is clearly visible on all shipping/service documents, containers, invoices and timesheets.

#### **52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

#### **1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (AUG 2011)**

(a) The COTR will be named at award.

(b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract;  
or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### **52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the final 30 days of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

- \_\_\_ (5) ~~52.204-11~~, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- \_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- \_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011)(15 U.S.C. 644(r)).
- \_\_\_ (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (17) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (19) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (20) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f)).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- \_\_\_ (24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- \_\_\_ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (33) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

x (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (38) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

\_\_\_ (39)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

x (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (45) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

x (47) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (49) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

((i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

((ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

((iii) [Reserved]

((iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

((v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

((vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

((vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

((viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

((ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

((x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

((xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

((xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### 52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.